

# FYC Technologies - Terms of Service

Last updated: January 2020

Please read the following Terms of Service carefully as they govern your use of this Website. By accessing the FYC Rides Website, you agree to these Terms of Service.

## 1. Application

FYC Technologies Pty Ltd (ACN 637 638 932) (hereafter referred to as “**FYC Technologies**”) is the owner and operator of FYC Rides (“**FYC Rides**”), a ride share service. Your rights to use the FYC Rides Services (the “**Service**”) are set out in these Terms of Service (“**Terms of Service**”) and our Privacy Policy (“**Privacy Policy**”).

In these Terms of Service the terms "we", "us", and “our” refers to FYC Rides. “**Website**” means the whole or any part of the web pages located at [WWW.FYCRIDES.COM] and includes the layout, individual design elements, underlying code elements and any text, sounds, videos, graphics, animated elements or other content contained on our Website.

“**App**” means the FYC Rides phone application.

Our terms of Service and our Privacy Policy are collectively referred to as the Agreement (“**Agreement**”).

We may change these Terms of Service at any time without notice. Any amendment will be effective immediately. Your continued use of this Service after any amendment constitutes an agreement by you to comply with, and be bound by, the amended Terms of Service. Accordingly, you should access and read the Terms of Service from time to time for changes.

**IMPORTANT:** By accessing or otherwise using the service, including accessing, browsing, posting on and downloading any materials, you acknowledge and agree to be bound by this agreement and agree to access or otherwise use the Service in accordance with this agreement.

If you do not accept and agree to be legally bound by and comply with the Agreement, you are not permitted to access or otherwise use the Service.

If you need urgent help or you want to talk to someone immediately, please head to our contacts page.

## 1. Ability to Accept Terms of Service

- provide relevant information (including personal information) to enable FYC Rides to provide you with the service you have requested;
- provide FYC Rides with up to date contact details.

FYC Rides may, in its discretion, access, monitor and review content or material which you submit to the FYC Rides Website. You grant FYC Rides a perpetual royalty free, non-exclusive, irrevocable, worldwide licence (with a right to sub-license to our authorised nominees) to use, modify, copy, distribute, transmit, reproduce, publish, display and broadcast the material you have submitted or posted on the FYC Rides Website or App including in any promotional or communication activities FYC Rides conducts in Australia or overseas.

If you have a complaint about any of the content that may be published on our Website, you should contact us.

FYC Rides may restrict you from accessing or using the Services, or any part of them, immediately, without notice, in circumstances where FYC Rides reasonably suspects that:

- you have, or are likely to, breach these Terms; and/or
- you do not, or are likely not to, qualify, under applicable law or the standards and policies of FYC Rides and its affiliates, to access and use the Services.

FYC Rides may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof:

- immediately, where FYC Rides reasonably suspects that:
  - you have, or are likely to, materially breach these Terms; and/or
  - you do not, or are likely not to, qualify, under applicable law or the standards and policies of FYC Rides and its affiliates, to access and use the Services; or
- on 30 days' written notice to you, where FYC Rides, acting reasonably, terminates these Terms or any Services for any legitimate business, legal or regulatory reason.

Without limiting its other rights under these Terms, FYC Rides reserves the right to immediately restrict or deactivate your access to the Services if it reasonably determines there will be a breach regarding any company policies or applicable laws.

You may terminate these Terms at any time, for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

FYC Rides may amend the Terms, any policies or supplemental terms related to the Services from time to time. FYC Rides will provide you with at least 30 days' written notice in the event of a material change to any Terms, policies or supplemental terms that detrimentally affects your rights under these Terms. Amendments will be effective upon FYC Rides' posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting, or after the expiry of the notice period (whichever is later), constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in FYC Rides' Privacy Policy located at [WWW.FYCRIDES.COM]. FYC Rides may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

## 2. FYC Rides Service

To the extent permitted by law, FYC Rides has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. FYC Rides will not and cannot censor or edit the content of any third party website. By using the Service, you expressly acknowledge and agree that we may be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of our Services of third parties which are accessible from our Website and App.

FYC Rides will provide the Services to you under this Agreement. The Services constitute the provision of a technology platform that enables you, as a user of FYC Rides' mobile applications or websites (each, an "**Application**") to:

- (a) arrange and schedule transportation services or delivery services with independent third party providers of those services, who have an agreement with FYC Rides or its affiliates ("**Third Party Providers**"); and
- (b) facilitate payments to Third Party Providers for the services and receive receipts for those payments.

The Services are made available solely for your personal, non-commercial use, unless FYC Rides has agreed with you otherwise in a separate agreement. You acknowledge that FYC Rides does not provide transportation or delivery services or function as a transportation carrier and that all such transportation or delivery services are provided by independent third party contractors who are not employed by FYC Rides or any of its affiliates. FYC Rides accepts liability for the Services and Apps that it provides to you subject to these Terms. Third Party Providers are responsible for the services they provide to you.

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

## 3. Privacy

You should ensure that you read our Privacy Policy.

We will process all Personal Data supplied by you according to our Privacy Policy.

Our Privacy Policy forms part of this Agreement. Accordingly, you must comply with your obligations in the Privacy Policy.

## 4. Indemnity

You agree to defend, indemnify and keep indemnified, FYC Rides and its respective employees, agents, representatives, contractors and licensees against any and all claims, demands, obligations, losses, liabilities, costs (including legal fees) or damages incurred and suffered from the use of and access to the Service, including (without limitation) as a result of any:

- a) breach of this Agreement (including, for the avoidance of any doubt, the Privacy Policy);
- b) violation of any Intellectual Property or other rights of a third party, or privacy right; or

- c) your access or use of the Service, and/ or Personal Data posted by you through or at the Service.

This Indemnity clause will survive this Agreement and your use of the Service.

## **5. Specific warnings and disclaimers**

FYC Rides makes no representation or warranty as to the reliability, accuracy or completeness of the information contained on our Website and App, or that your use of our Website and App will be uninterrupted or error free.

We are not liable to you or anyone else if interference with or damage to your computer system occurs in connection with your use of our Website or a third-party website. You must take your own precautions to ensure that whatever you select for your use from our Website is free of viruses or anything else that may interfere with or damage the operations of your computer system.

We may, from time to time, change or add to our Website or App without notice. However, we do not undertake to keep our Website or App updated and we will not be liable to you or anyone else if errors occur in the information on this Website or App or if that information is not up to date.

To the fullest extent permitted by law, FYC Rides exclude all warranties, representations, implied terms and guarantees about the currency, accuracy, completeness, suitability, functionality or reliability of the FYC Rides Website and App, including any materials and resources provided on our Website.

## **6. Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the New South Wales courts for any matter arising under or relating to this Agreement.

## **7. Validity**

Nothing in this Agreement shall be construed as excluding or overriding any mandatory terms imposed under any legislation applicable to this Agreement or its performance.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or removed to the minimum extent necessary so that this Agreement shall otherwise remain in full effect.

## **8. Amendments to this Agreement**

This Agreement may be amended or replaced from time to time, with or without prior notice to Users, by posting an updated Agreement. Any updated Agreement becomes effective as soon as it is posted. Your use of the Service following any amendment constitutes your acceptance of any updated Agreement. If you do not agree to any updated Agreement you must not use the Service.

## **9. Prohibited Activities**

You must not submit, post or upload any material to the FYC Rides Website and Apps which:

- a) is inappropriate, offensive or contrary to any applicable laws or standards, including, without limitation, material which:
  - i. is obscene or indecent, depicts violence, sexual activity or pornography;
  - ii. contains instructions in drug use;
  - iii. instructs or encourages criminal activity; or
  - iv. defames, harasses, menaces, threatens, abuses, offends or embarrasses any person;
- b) infringes the copyright, moral rights, confidentiality rights or intellectual property rights of any person, for example, by reproducing songs, poems, articles, logos, trademarks, pictures, photos, music or other material that is not owned by you (or which you do not have a licence to reproduce on the site);
- c) infringes any of our rights or the rights of any third person including privacy rights;
- d) breaches any laws, regulations, standards or codes as enacted, modified or updated from time to time;
- e) impersonates any person or suggests a connection to a group or organisation which is misleading;
- f) advocates the use of force or violence towards any person;
- g) encourages, endorses, approves or recommends the performance of dangerous or illegal acts including suicide or self-harm; or
- h) contains a virus or other code that has harmful or destructive properties.

## **10. Copyright**

Users of our Website and App have access to and may download available materials and resources for personal use only. All intellectual property rights in materials and resources provided on the FYC Rides Website and Apps are owned by FYC Rides or its affiliates or licensors.

You must not do anything with the materials and resources, that is not expressly authorised by these Terms of Service. Without limitation, you must not modify, adapt, sell, or use the materials and resources for a commercial purpose (such as charging third parties for access to the materials and resources) without the prior consent of FYC Rides.

## **11. Trade Marks**

All trade names, trade marks, service names, and logos displayed on our Website and Apps are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Marks may be our registered or unregistered Marks or may belong to others and are used on our Website and/or Apps with permission of the relevant owner.

You will not attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Service; nor will you post to the Service any material which infringes any intellectual property rights of any third party.

You are not permitted to copy, share or distribute e-courses or content produced by FYC Rides and available through our Website and Apps.

By using the Service, you confirm that any Content and Personal Data you submit or post to the Service will not infringe any other person's Intellectual Property Rights or any law.

## **12. Third-party Website and/or Apps**

Any links to third-party sites or applications are provided for your convenience only. If you access a third-party Website or App from the FYC Rides Website, you do so at your own risk. The inclusion of a third-party Website and App should not be interpreted as any endorsement, approval, recommendation or preference by us of the owners or operators of the third-party website, or for any information, product or service referred to on third-party website.

You understand that these Terms of Service do not apply to your use of such third-party sites or applications.

You acknowledge and agree that FYC Rides is not responsible or liable for your use of any third-party website, application, service or content.

We are not responsible for the privacy practices of any third-party social media or other service providers that you can access through our Website.

## **13. Your visit to our Website**

When you access our Website, we may send a "cookie" (a small summary file containing a unique ID number) to your computer or internet enabled device. We may collect your personal information through the use of cookies.

We use cookies to:

- Recognise your computer or internet enabled device
- Greet you each time you visit our website
- Keep track of services you view
- With your consent, send you news about viewed services
- Measure traffic and engagement patterns, to evaluate our website visitor's habits
- Identify and continually improve our services, programs, content and resources
- If you do not wish to receive cookies, you can set your browser so that your computer does not accept them

All of the information we collect is aggregated and cannot be used to identify you individually. This information is used to evaluate website usage in order to maintain its effectiveness.

We do not collect this information for any type of online advertising.

## **14. Social media**

We have a number of social media accounts, which currently includes Facebook, Twitter, Instagram and LinkedIn. All content on our social media pages is subject to individual terms of use as outlined by each social media provider.

By interacting with our social media pages, you agree to be bound by the terms of use of the relevant social media provider.

## **15. Use of Service**

### **User Accounts**

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to FYC Rides certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by FYC Rides in writing, you may only possess one Account.

### **User Requirements and Conduct**

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or delivery services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

### **Text Messaging**

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from FYC Rides at any time by sending an email at [contact@fycrides.com.au](mailto:contact@fycrides.com.au). You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

### **Payments**

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, FYC Rides will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's

limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by FYC Rides or required by the Australian Consumer Law. Under the Australian Consumer Law, you may be entitled to a refund for a major failure of the Services, or other remedies for a minor failure. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. FYC Rides will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated by FYC Rides using the preferred payment method designated in your Account, after which FYC Rides will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that FYC Rides may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

As between you and FYC Rides, FYC Rides reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in FYC Rides' sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. FYC Rides will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. FYC Rides may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application, FYC Rides does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by FYC Rides (on FYC Rides' website or in the Application) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that FYC Rides provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

### **Repair or Cleaning Fees**

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("*Repair or Cleaning*"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by FYC Rides in FYC Rides' reasonable discretion, FYC Rides reserves the right to facilitate payment for the reasonable cost of such



Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by FYC Rides to the applicable Third Party Provider and are non-refundable.

## **16. Contact us**

If you have any questions or comments about this Agreement, including our Terms of Service and Privacy Policy, please write to us at:

FYC Rides

Email: [contact@fycrides.com.au](mailto:contact@fycrides.com.au)

Please provide sufficient detail about the information in question to help us locate it.